

Daniel Mark Feinberg (SBN 135983)
Feinberg, Jackson, Worthman & Wasow LLP
383 4th Street, Suite 201
Oakland, CA 94607
510/269-7998
Fax: 510/269-7994
Email: dan@feinbergjackson.com

Attorneys for Plaintiff VIKA BOYKO

Rassa L. Ahmadi (SBN 287576)
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel: (949) 885-1360
Fax: (949) 885-1380
E-mail: Rassa.Ahmadi@jacksonlewis.com

Ashley B. Abel (*Pro Hac Vice*)
JACKSON LEWIS P.C.
15 South Main Street, Suite 700
Greenville, SC 29601
Tel: (864) 232-7000
Fax: (864) 235-1381
E-mail: AbelA@jacksonlewis.com

Attorneys for Defendants PFIZER INC., and
MEDIVATION, INC. 2015 SEVERANCE PLAN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO/OAKLAND DIVISION

VIKA BOYKO,

Plaintiff,

v.

PFIZER INC., MEDIVATION, INC. 2015
SEVERANCE PLAN,

Defendants.

CASE NO. 3:18-cv-00288-EMC

[Related to Case Nos. 3:17-04851-EMC and
3:17-cv-05997-EMC]

**STIPULATION AND PROPOSED ORDER
RESOLVING PLAINTIFF'S MOTION TO
DISMISS COUNTERCLAIMS OF
DEFENDANT PFIZER INC.**

Hearing: May 31, 2018

Time: 1:30 p.m.

Courtroom: 5, 17th Floor

Complaint Filed: January 12, 2018

Pursuant to Northern District of California Local Rule 7-12, Plaintiff Vika Boyko (“Plaintiff”) and Defendants Pfizer Inc. (“Pfizer”) and Medivation, Inc. 2015 Severance Plan (the “Plan”) (collectively, the “Parties”), and pursuant to the Affidavit of Vika Boyko attached as Exhibit 1, present the following stipulations and proposed order for resolution of Plaintiff’s motion to dismiss Pfizer’s counterclaims (ECF No. 33) as well as the counterclaims asserted by Pfizer (ECF No. 29).

A) Stipulations of Plaintiff Vika Boyko

1. On February 26, 2016 I signed the Medivation Confidential Information and Invention Assignment Agreement (the “Confidentiality Agreement”), a copy of which is attached as Exhibit A to my Affidavit attached hereto as Exhibit 1. The terms of the Agreement and my affidavit are incorporated herein by reference.

2. Prior to the voluntary termination of my employment on June 15, 2017, I transferred at least 14 files marked either “Confidential” and/or “Privileged and Confidential” to my personal email account (hereafter, the “Transferred Files”). I did so solely to support my administrative claim for “Change in Control Termination” severance benefits under the Medivation, Inc. 2015 Employee Severance Plan.

3. I did not return any of the Transferred Files to Pfizer after I voluntarily terminated my employment. All of the documents in the Transferred Files have been produced to Defendants as part of the Administrative Record compiled by Plaintiff and Plaintiff’s Counsel.

4. I understand and stipulate that my attorney and I will return or destroy the Transferred Files following final disposition of this action, as required by Paragraph 13 of the Stipulated Protective Order. (ECF No. 24).

5. I have knowingly and willingly authorized my counsel of record to execute the Stipulation and Order associated, and I stipulate and consent to the terms thereof.

6. I declared in my Affidavit under penalty of perjury, under the laws of the United States of America and the State of California, that

- a. Defendants’ dismissal, without prejudice, of Pfizer’s Counterclaims in this litigation is in reliance upon my Affidavit and this Stipulation as well as my continued compliance therewith, and

b. Inaccuracy in and/or failure to comply by me or my counsel with my affirmations, and/or the Court's Order below issued pursuant to the attached Affidavit, shall be redressable by reinstatement of the Counterclaims, or via the Court's contempt authority or other appropriate judicial powers, including with respect to alleged actions or omissions that violate or are otherwise in conflict with the affirmations, and/or the Court's Order issued pursuant to the attached Affidavits, after the termination of the instant lawsuit.

B) Stipulations of Daniel Feinberg, Plaintiff's Counsel of Record

1. I am informed that on February 26, 2016, Plaintiff signed the Confidentiality Agreement.

2. I received certain electronic files from Plaintiff solely for purposes of her claim and appeal for "Change in Control Termination" severance benefits under the Plan.

3. Except for documents that have been filed under seal in this action, I have not provided copies of any of the Transferred Files to any person or entity other than Defendants, Defendants' counsel, and persons within the law firm of Feinberg, Jackson, Worthman & Wasow LLP.

4. I understand and stipulate that my firm will return or destroy the Transferred Files following final disposition of this action, as required by Paragraph 13 of the Stipulated Protective Order. (ECF No. 24).

5. My firm will retain a copy of all documents in the public record docket for this action.

6. Plaintiff has expressly represented to me that she understands the terms of the Stipulation and Order and her Affidavit and has knowingly and willingly authorized me to execute said Stipulation and Order as her counsel of record.

//

//

//

//

//

//

//

//

1 **C) Stipulations of Pfizer Inc. and Medivation, Inc. 2015 Severance Plan:**

2 Based upon the above stipulations by Plaintiff and Plaintiff's counsel, and Plaintiff's Affidavit,
3 Defendant Pfizer stipulates to the dismissal, without prejudice, of Pfizer's Counterclaims associated with
4 Defendants' Answer (ECF No. 29).

5
6 **IT IS SO STIPULATED.**

7 Dated: May 10, 2018

FEINBERG, JACKSON, WORTHMAN &
WASOW LLP

9
10 By: s/Daniel M. Feinberg
Daniel M. Feinberg
11 Attorneys for Plaintiff
VIKA BOYKO

12 Dated: May 10, 2018

JACKSON LEWIS P.C.

13
14 By: s/Rassa L. Ahmadi
15 Rassa L. Ahmadi
Attorneys for Defendants
16 PFIZER INC. and MEDIVATION, INC. 2015
SEVERANCE PLAN
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

The Parties having so stipulated and good cause appearing, it is hereby ORDERED as follows:

1. Defendant Pfizer's Counterclaims asserted with Defendants' Amended Answer (ECF No. 29) are dismissed, without prejudice.

2. Plaintiff's motion to dismiss Defendant Pfizer's Counterclaims (ECF No. 33) is dismissed as moot.

3. It is further ordered that each of the affirmations above, as well as those in Plaintiff's Affidavit, are enforceable as binding stipulations. Failure of Plaintiff or her counsel to comply therewith shall be redressable by reinstatement of Pfizer's Counterclaims, or via the Court's contempt authority or other appropriate judicial powers, including with respect to alleged actions or omissions that violate or are otherwise in conflict with the above stipulations, and/or the Court's Stipulation and Order issued pursuant to Plaintiff's Affidavit, after the termination of the instant lawsuit.

IT IS SO ORDERED.

Dated: 5/14/18

